GOVERNMENT OF MYSORE

FOOD, CIVIL SUPPLIES AND LABOUR DEPARTMENT

Labour Dispute .—Industrial Dispute between the Workmen and the Management of Mysore Stoneware Pipes and Potteries Limited, Chickabanavar, Bangalore

Award of the Industrial Tribunal, Bangalore—Published.

Read the following Papers:—

1. Letter No. I. T. No. 581/72-73, Bangalore dated 11th August 1972 from Sri Narayana Rai Kudoor, Presiding Officer, Industrial Tribunal, Bangalore.

BEFORE THE INDUSTRIAL TRIBUNAL IN MYSORE, BANGALORE.

Dated 11th August 1971

Present:

Sri **Narayan Rai** Kudoor, B.A., B.L., Presiding Officer

I. D. No. 28 of 1971

I Party:

Workmen represented by the General Secretary, Mysore Stone Ware Pipes and Potteries Workers' Association, Subedar chatram Road, Bangalore-9.

Vs.

II Party:

The Management of Mysore Stoneware Pipes and Potteries Limited, Chickbanavar, Bangalore.

Appearances

For the I Party:—Sri A. Venkataram, General Secretary, Mysore Stoneware Pipes and Potteries Workers' Association, Bangalore.

For the II Party:—Sri P. R. Narayanaswamy, President, The Industrial and Commercial Employers' Association, Bangalore.

AWARD.

Being of opinion there exists a dispute between the workmen and the Management of Mysore Stoneware Pipes and Potteries Limited, Chickbanavar, Bangalore, the Government of Mysore in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) have referred the said dispute for adjudication to this Tribunal as per the Order No. FCL 736 LLD 71 dated 22nd November 1971 on the following points of dispute:—

"Are the workers of the Mysore Stone Ware Pipes and Potteries Ltd., Chickbanavar, Bangalore, justified in their demand for Dearness Allowance, Production Bonus, Profit Sharing Bonus and gratuity as detailed in the Annexure"?

If so, what relief they are entitled to"?

ANNEXURE

Demand No. 1 : *Dearness Allowance*:—They demanded that the Management shall pay all the workmen a minimum Dearness Allowance of Rs. 100 per month.

Demand No. 2: *Production Bonus*:—They demanded that after the production of 400 tons with 400 workers, for every additional productions (about 400 tons) of every 5 tons (five tons) rupee one more shall be paid to each of the workman as production Bonus. If the above production comes out of lesser number of workmen the production bonus shall be proportionately increased to all the workmen.

Demand No. 4: *Profit Sharing Bonus*:—They demanded that the Management shall pay Profit Sharing Bonus as follows:—

For the year 1967-68 ... At 20 per cent of total emolument
For the year 1968-69 ... At 20 per cent of total emolument

Demand No 6: *Gratuity*:—They demanded that the Gratuity scheme dated 17th November 1959 be amended as follows:

1. Clause (1). Gratuity shall be payable at the rate of one month's total emolument per each completed year of service.

2. Clause (2) (a) On retirement at the superannuation age of 60 years.

(c) On voluntary resignation or retrenchment on retirement of an employee after 5 years of service.

The benefit of Gratuity once earned shall not be deprived to a workman even on termination of services for misconduct. However the actual financial loss incurred, if any on account of such misconduct shall be deducted from the gratuity amount.

Demand No. 9 Effective Date :—They demanded that all the above demands shall be given from 11th December 1969.

2. On receipt of the above reference, it was registered as I.D. No. 28 of 1971 on the file of this Tribunal. Workmen represented by the General Secretary, Mysore Stoneware Pipes and Potteries Workers' Association, Bangalore, is the I Party and the Management of the Mysore Stoneware Pipes and Potteries Limited, is the II Party in this dispute.

3. Notice of the dispute was taken to both the parties. They entered appearance through their respective counsels and filed their statement of demands and rejoinders, one advancing reasons in support of and the other raising objection the demands scheduled in the order of reference. However, in against the circumstances of the case, I do not propose to refer in detail the respective contentions urged on either side. After the pleadings were over, the matter was posted for settlment of additional issues. At that stage, both the parties filed a joint Memo with a Memorandum of Settlement, settling their outstanding disputes covered under the Order of reference amicably with a request to pass an award in terms of the settlement in question.

4. Both the parties were heard. I have perused the terms of the settlement incorporated in the Memorandum of Settlement. All the points of dispute scheduled in the order of reference have been dealt with under the settlement entered into by the parties. The terms of the settlement on various disputes, in my opinion, are just and fair in the best interest of both the parties. In that view, I have no hesitation in accepting the terms of settlement entered into by the parties and to pass an award in terms thereof as desired.

5. In the result, I pass an award in terms of the Memorandum of Settlement which will be annexed to this award and shall form part of it.

6. In the circumstances of the case, I direct the parties to bear their own costs.

NARAYAN RAI KUDOOR,

Presiding Officer,
Industrial Tribunal,
Bangalore.

BEFORE THE HONOURABLE INDUSTRIAL TRIBUNAL, BANGALORE

I. D. No. 28 of 1971

I Party

The Mysore Stoneware Pipes and Potteries Workers' Association, Subedar Chatram St., Bangalore-9, represented by :

1. Sri M. Lingappa, President.
2. Sri Allampalli Venkataram, General Secretary.
3. Sri Gangabylappa, Asst. Secretary.
4. Sri Appanna, Vice-President.
5. Sri Thimmappa, Vice-President.
6. Sri Narasiah, Treasurer.

II Party

The Management represented by :

1. Sri R. V. P[illegible] Rao, Managing Director.
2. Sri R. P. Trivikram, Director.
3. Sri G. Krishnaswamy, Chief Executive Officer, and Secretary to the Board.
4. R. N. Murthy Rao, Factory Manager.

Whereas the I Party raised a set of demands on which conciliation proceedings were held by the Concilliation Officer, ending with a reference to the Hon'ble Industrial Tribunal, Bangalore in I. D. No. 28 of 1971.

And Whereas further negotiations between the parties were held and an amicable SETTLEMENT arrived at:

It is now agreed between the parties as follows without any reservations:—

1 *Dearness Allowance*.—After long discussions and evaluation of the existing condition of the Industry, and the prevailing cost of living, it is agreed that the Dearness Allowance payable for all workmen/employees other than Temporary, Casual and Badli in the Company will be increased by Rs. 22 (Twenty-Two) Making it Rs. 62 (Rs. Sixty-two) in total per month, as against the existing Rs. 40 per month, deductable proportionately for unauthorised absence, proportional to the number of working days in the month. This Dearness Allowance is subject to adjustment of the advance of Rs. 20 already being paid towards this increase, from March 1972.

For the period September 1971 to March 1972, a lumpsum of Rs. 88 (Rs. Eighty-eight) subject to a minimum attendence of 20 (twenty) days including authorised and E.S.I. Leave, in each month is agreed to be paid to all the permanent employees. For attendence below this minimum, he will be paid Rs. 1-10 paise (rupee one and ten paise) *less* for every day of such absence.

It is further agreed that against the claim for any arrears from the date of demand etc, a lumpsum of Rs. 50 (Fifty) only each be paid in full satisfaction, to all such permanent employees, and with the same condition as in the foregoing paragraph. attendence being reckoned between the 1st June and 31st August 1971.

2. *Production Bonus*:—The Production Bonus Scheme a matter of SETTLEMENT published with the AWARD dated 20th August 1966, and modified to the benefit of the workmen (Annexure 2) and filed before the Conciliation Officer on 15th March 1969 now obtaining, will continue, with the modification that for Production above, 651 tons or 662 tonnes of I and II Class Stoneware Pipes and Specials per month, the Unit Rate is increased from Rs. 4 to 6 (Rs. Six) for every 25 tons (or 25.5 tonnes) rise

above 650 tons or 663 tonnes. The strength of labour etc, to give this production of 700 tons or 712 tonnes will be as per the said SETTLEMENT.

3 Profit Bonus.—Extra Bonus for the years 1966-67, 1967-68, and 1969-70.

This demand was carefully considered. Bonus as per the Payment of Bonus Act 1965 has been paid in full all these years. In addition to these, Bonus for the year 1970-71 also has been paid as per the Act. The Demand for the two years, 1966-67 and 1967-68 was already disposed off earlier, the former having been rejected by the Government of Mysore, and the latter having been a matter of SETTLEMENT between the Management and the Workmen on 14th March 1969 (Copy of which was filed before the Conciliation Officer on 15th March 1969), leaving now only the demand for the next three years.

Accounts for the respective years as could be seen from the registers maintained under the Payment of Bonus Act, do not permit payment of any higher Bonus at all for these three years as profits have been inadequate.

But in view of the over-all SETTLEMENT contemplated, and to improve the relationship between the parties, the Management now agree to pay against the demand for 1968-69 and 1969-70 to all permanent employees one month's basic wages or salary, subject to a minimum of Rs. 50 (Fifty) each, proportionate to their attendence during the year ended 31st March 1971, out of the Accounts of 1970-71 and subsequent years.

4. *Gratuity*:—This demand is not pressed as the existing scheme of Gratuity is in conformity with the scheme in almost all industrial concerns and is just and fair. In addition, a SETTLEMENT in the matter is also in force. Besides, Government legislation in this regard is underway, and will supersede any existing arrangements.

5. *General*:—Any other matter in this Charter of demands (Annexure) not specifically traversed in the foregoing paragraphs, are treated as not pressed.

6. Payments as above under the different clauses, will be arranged before the 20th September 1972. Any advance already paid against the above claims will be deducted from such payments.

7. *Duration of Settlement* :—This SETTLEMENT shall be in operation for a period of four years from the date of the AWARD, and, shall continue to be in force thereafter also, till it is validly terminated by a proper notice by either party.

8. This SETTLEMENT—except as stated in para 9 below shall be binding on all the employees of the Factory, the G.P. Mines at Yeshwanthpur and the Head Office of the Company, in service today, and shall also be binding on all future employees of the above establishments of the Company. It shall further be binding on all the employees, who receive or shall receive any of the benefits or arrears, or, any payment arising out of these presents, not with-standinging the fact that any employee was not a signatory to this SETTLEMENT.

9 This SETTLEMENT does not apply to the employees of the Company, present or future, in its Mines other than G.P. Mines at Yeshwanthpur. This does not apply also to those that may be employed by the Company for new lines of Manufacture, or, any other activity undertaken hereafter, and also to those that may be employed for Building Construction or such other Capital Works. These terms do not also apply to Casuals, Temporary and Badlis, save as provided specifically in this Settlement, and to Covenanted Staff and other employees of the Company, except as provided in such covenants or arrangements.

10. During the period of this SETTLEMENT, the workmen shall not resort to any kind of Strike, Sit-Down Strike, Tool-Down Strike etc without exhausting negotiations and Conciliation. The workmen are aware that GHERAO, Go-Slow methods etc., are not constitutional and these will not be resorted to by them. The Management shall adopt constitutional methods and shall not victimise the labour or adopt unfair labour practice. The Management agrees to consider the legitimate and *Bona fide* claims or grievances of the workmen.

In WITNESS WHEREOF, the parties affix their signatures to these presents at Bangalore this Tenth day of August Nineteen hundred and seventy-two.

Signatures: I Party	*II Party Management*
1. M. Lingappa, President.	1. R. V. Prabhakar Rao, Managing Director.
2. Allampalli Venkatram.	2. R. P. Trivikram, Director.
3. Gangabylappa, Asst. Secretary.	3. G. Krishnaswamy, Secretary to the Board of Directors.
4. Appanna, Vice-President.	4. R. N. Murthy Rao, Factory Manager.
5. Thimmappa, Vice-President.	
6. Narasiah, Treasurer.	

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Presiding Officer,
Industrial Tribunal,
Bangalore.

ORDER

Bangalore, dated the 8th September 1972.

S. O. 53 — WHEREAS by State Government Order No. FCL 736 LLD 71, dated 22nd November 1971, the Industrial Dispute between the Workmen and the Management of Mysore Stoneware Pipes and Poteries Limited Chickabanavar was referred to the Industrial Tribunal, Bangalore for adjudication.

AND, WHEREAS, the Industrial Tribunal has submitted to the State Government its award in respect of the said Industrial Dispute.

NOW THEREFORE in exercise of the powers conferred by Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), the Government of Mysore are pleased to direct the publication of the said Award as also in the Mysore Gazette.

[No. FCL 136 LLA 72.]

By Order and in the name of the Governor of Mysore,

ANIRUDHA DESAI,

Under Secretary to Government,
Food, Civil Supplies and Labour Department.

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